

NONREIMBURSABLE SPACE ACT AGREEMENT SAA1-31974  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
LANGLEY RESEARCH CENTER  
AND  
TEXAS A&M ENGINEERING EXPERIMENT STATION  
FOR  
BOUNDARY LAYER TURBULENCE (BOLT) FLIGHT II EXPERIMENTS

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Agreement is entered into by the National Aeronautics and Space Administration Langley Research Center, located in Hampton, VA 23681 (hereinafter referred to as "NASA" or "NASA LaRC") and Texas A&M Engineering Experiment Station located at TEES7607 Eastmark Drive, College Station, TX 77840 (hereinafter referred to as "Partner" or "TEES"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

The purpose of this agreement is for TEES and NASA LaRC to enter into a mutually beneficial partnership to further basic research advancements in the area of hypersonic boundary-layer transition, and to support key design decisions for the Boundary Layer Turbulence (BOLT) Flight II (BOLT2) flight test experiment. As many as two (2) separate entries will be conducted in the NASA LaRC 20-Inch Mach-6 (20”M6) tunnel, and one (1) Off-Body Measurement test will be conducted in the TEES quiet tunnel.

The first test entry will be the *Parametric Step Effects Test* which will be used to investigate the effects of forward or rearward facing steps on boundary layer transition (BLT) on the BOLT2 Flight Geometry. The focus of this study in the 20”M6 Tunnel will be to characterize the impact of steps on BLT, as well as any impact of the steps on surface streamlines, in order to provide insight into the optimum locations for sensors for flight. The model will be designed to have a polyether-ether-ketone (PEEK) surface suitable for testing with infrared (IR) thermography. It is anticipated that the model to be built for this test will be half-scale. Once built, NASA LaRC will install the model into the 20”M6 tunnel and obtain measurements at a variety of Reynolds numbers and model orientations. NASA LaRC will provide staff to oversee the test and process the data. NASA LaRC will provide a summary of the test data and also provide the processed images to TEES so they can be used to support the design of the BOLT II Flight Geometry.

The second test entry will be the *Long-BOLT plus Fairing Test* which will investigate the heating on the new BOLT Flight II Geometry plus fairing design in the 20”M6 Tunnel. The model will be a cast-ceramic phosphor model, on the order of 1/3<sup>rd</sup> scale. NASA LaRC will build and install the model into the tunnel to obtain measurements at a variety of Reynolds numbers and model orientations. NASA LaRC will provide staff to oversee the test and process the data. NASA LaRC will provide a summary of the test data and also provide the processed images to

TEES so they can be used to support the design of the BOLT Flight Geometry. This test entry also could be utilized to look at boundary layer trips, if desired by mutual agreement.

The final collaboration will be the *Off-Body Measurements Test*. The goal of this entry will be to obtain high-frequency off-body measurements of boundary-layer instability and transition on a subscale model for comparison against predictive results. This entry will be conducted at TEES in the quiet tunnel and NASA personnel will be there to provide support. TEES shall design and fabricate the model components to be used for the experiments. The model is expected to be approximately 25% scale. It is possible that the upper or lower surface may contain additional geometric features such as discrete trips but these would be small relative to the overall geometry. NASA will design and provide probes/sensors as well as some instrumentation to be used during testing. The matrix shall consist of a variety of Reynolds numbers, angles of attack, and yaw angles. For this entry, NASA LaRC will ensure that raw data are obtained and provided to TEES. TEES will provide staff to support the data analysis process as required.

### ARTICLE 3. RESPONSIBILITIES

#### A. NASA LaRC will use reasonable efforts to:

1. Participate in Conceptual, Preliminary and Critical Design Reviews.
2. Provide one (1) polyether-ether-ketone (PEEK)-based subscale model of BOLT or BOLT II sufficient for infrared (IR) measurements for the Parametric-Step Effects test entry and one (1) ceramic-based subscale model of BOLT sufficient for phosphor thermography for the Long-BOLT plus Fairing test entry.
3. Provide Principal Investigator, model installation and access to the NASA LaRC 20”M6 Wind Tunnel to conduct ten (10) days of testing consisting of two (2) separate test entries.
4. Provide validation and computational data analysis.
5. Provide a summary of test data and reduced images from each test entry to TEES to support BOLT and BOLTII Flight Geometry.
6. Participate in test data acquisition, analysis and delivery.
7. Deliver flight sensor(s) for installation.
8. Prepare TEES model for testing prior to Off-Body Measurements Test.
9. Ship hardware to TEES preceding the Off-Body Measurements Test.
10. Provide instrumentation, measurement support and high-frequency probes and sensors for off-body measurements testing at the TEES quiet tunnel facility.
11. Ensure raw data are obtained and provided to TEES.
12. Return ship NASA hardware to NASA LaRC following testing at TEES.

#### B. Partner will use reasonable efforts to:

1. Coordinate and participate in Conceptual, Preliminary and Critical Design Reviews.
2. Provide Test Plans to NASA LaRC for each test entry.
3. Provide a Principal Investigator to support each test entry.
4. Conduct test technique analysis and share results.
5. Participate in test data acquisition, data analysis and delivery.
6. Design and fabricate a subscale model to be used in the off-body measurement test.

7. Provide access to the TEES quiet tunnel for Off-Body Measurements Testing.
8. Provide staff to support the data analysis process and share final data with NASA LaRC.
9. Complete flight vehicle fabrication.
10. Coordinate flight at Wallops Flight Facility.

#### ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" Article are as follows:

1. NASA LaRC and TEES will participate in the Conceptual Design Review.	By no later than April 28, 2021.
2. TEES shall provide test plan for each test entry to NASA LaRC.	No less than two (2) weeks prior to each test entry.
3. NASA LaRC and TEES will participate in the Preliminary Design Review.	By no later than August 31, 2021.
4. NASA LaRC will provide one (1) PEEK-based subscale model and one (1) ceramic-based subscale model for testing.	No less than one (1) week prior to each test entry.
5. NASA LaRC will provide a principal investigator, model installation and access to the 20”M6 tunnel for testing.	No less than one (1) week prior to each test series.
6. NASA LaRC and TEES will complete Test Entry 1 - Parametric-Step Effects test entry.	By no later than September 30, 2021.
7. NASA LaRC and TEES will complete Test Entry 2 - Long-BOLT plus Fairing test entry.	By no later than June 30, 2022.
8. NASA LaRC and TEES will complete the BOLT Critical Design Review (CDR).	By no later than October 31, 2021.
9. NASA LaRC will provide validation and computational data analysis to TEES.	No more than four (4) weeks upon completion of each test series.
10. NASA LaRC will provide a summary of test data and reduced images from each test entry to TEES to support BOLT and BOLT II Flight Geometry.	By no later than September 30, 2022.
11. TEES shall design and fabricate the off-body measurement model.	No less than one (1) week prior to off-body measurement test.

12. NASA LaRC will provide support in measurements for the off-body measurements test in the TEES quiet tunnel.	By no later than July 30, 2022.
13. NASA LaRC and TEES will conduct Off-Body Measurement Test at TEES.	By no later than July 30, 2022.
14. NASA LaRC will design, fabricate and repair high-frequency probes and provide specialty instrumentation for use during the test, if necessary.	By no later than July 30, 2022.
15. NASA LaRC will ship hardware to TEES.	No less than two (2) weeks prior to the off-body measurements test.
16. NASA LaRC will provide raw data to TEES for further processing.	No less than one (1) week upon completion of test series.
17. TEES shall support each test entry.	Throughout the term of this agreement and during each test entry.
18. TEES shall conduct analysis as required for the test technique and share results with NASA LaRC.	By no later than May 30, 2022.
19. NASA LaRC and TEES will participate in test data acquisition, data analysis and final report.	By no later than June 30, 2022.
20. TEES shall complete flight vehicle fabrication.	By no later than July 31, 2022.
21. TEES shall schedule and coordinate flight at Wallops Flight Facility.	By no later than September 30, 2022.

#### ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

#### ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine

whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

#### ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

#### ARTICLE 8. LIABILITY AND RISK OF LOSS

A. Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities (including but not limited to contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors or subcontractor at any tier), or employees of the other Party's Related Entities for any injury to, or death of, the waiving Party's employees or the employees of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

B. Each Party further agrees to extend this cross-waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. Additionally, each Party shall require that their Related Entities extend this cross-waiver to their Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

#### ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

##### A. General

1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner that is assigned, tasked, or contracted to perform activities under this Agreement.
2. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
3. "Proprietary Data" means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:
  - a. known or available from other sources without restriction;
  - b. known, possessed, or developed independently, and without reference to the Proprietary Data;
  - c. made available by the owners to others without restriction; or

- d. required by law or court order to be disclosed.
4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3., above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.
8. The Data rights herein apply to the employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice or for Data Partner gives, or is required to give, the U.S. Government without restriction.
10. Partner may use the following or a similar restrictive notice :

***Proprietary Data Notice***

***The data herein include Proprietary Data and are restricted under the Data Rights provisions of Space Act Agreement SAA1-31974.***

Partner should also mark each page containing Proprietary Data with the following or a similar legend: ***"Proprietary Data – Use And Disclose Only Under the Notice on the Title or Cover Page."***

**B. Data First Produced by Partner Under this Agreement**

If Data first produced by Partner or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

**C. Data First Produced by NASA Under this Agreement**

If Partner requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will mark it with a restrictive notice and use reasonable efforts to protect it for one year after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Partner must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA owned invention for which patent protection is being considered.

#### D. Publication of Results

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, either Party may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

#### E. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

#### F. Copyright

Data exchanged with a copyright notice and with no restrictive notice is presumed to be published. The following royalty-free licenses apply.

1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.
2. Data without the indication of 1. is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E. of this Article, and in the Invention and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

#### G. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to Partner under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization.

#### H. Handling of Background, Third Party Proprietary, and Controlled Government Data

1. NASA or Partner (as Disclosing Party) may provide the other Party or its Related Entities (as Receiving Party):
  - a. Proprietary Data developed at Disclosing Party's expense outside of this Agreement (referred to as Background Data);
  - b. Proprietary Data of third parties that Disclosing Party has agreed to protect or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) (referred to as Third Party Proprietary Data); and
  - c. U.S. Government Data, including software and related Data, Disclosing Party intends to control (referred to as Controlled Government Data).

2. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.
3. Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data.
  - a. Background Data: *The Disclosing Party's Background Data, if any, will be identified in a separate technical document.*
  - b. Third Party Proprietary Data: *The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.*
  - c. Controlled Government Data: *The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.*
  - d. NASA software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). Partner shall use and protect the related Data in accordance with this Article. Unless the SUA authorizes retention, or Partner enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as NASA directs: *None*
4. For such Data with a restrictive notice pursuant to H.2. or such Data identified in this Article, Receiving Party shall:
  - a. Use, disclose, or reproduce such Data only as necessary under this Agreement;
  - b. Safeguard such Data from unauthorized use and disclosure;
  - c. Allow access to such Data only to its employees and any Related Entity requiring access under this Agreement;
  - d. Except as otherwise indicated in 4.c., preclude disclosure outside Receiving Party's organization;
  - e. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Related Entity with access about their obligations under this Article; and
  - f. Dispose of such Data as Disclosing Party directs.

#### I. Oral and visual information

If Partner discloses Proprietary Data orally or visually, NASA will have no duty to restrict, or liability for disclosure or use, unless Partner:

1. Orally informs NASA before initial disclosure that the Data is Proprietary Data, and
2. Reduces the Data to tangible form with a restrictive notice and gives it to NASA within ten (10) calendar days after disclosure.

### ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

#### A. General

1. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this



Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement, except as provided herein.

2. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.

3. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

#### B. NASA Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its employees. Upon request, NASA will use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, a negotiated license to any NASA invention made under this Agreement. This license is subject to paragraph E.1. of this Article.

#### C. NASA Related Entity Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its Related Entity employees, or jointly between NASA and Related Entity employees, where NASA has the right to acquire title. Upon request, NASA will use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, a negotiated license to any of these inventions where NASA has acquired title. This license is subject to paragraph E.2. of this Article.

#### D. Joint Inventions With Partner

The Parties will use reasonable efforts to report, and cooperate in obtaining patent protection on, inventions made jointly between NASA employees, Partner employees, and employees of either Party's Related Entities. Upon timely request, NASA may, at its sole discretion and subject to paragraph E. of this Article:

1. refrain from exercising its undivided interest inconsistently with Partner's commercial business; or
2. use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, an exclusive or partially exclusive negotiated license.

#### E. Rights to be Reserved in Partner's License

Any license granted Partner under paragraphs B., C., or D. of this Article is subject to the following:

1. For inventions made solely or jointly by NASA employees, NASA reserves the irrevocable, royalty-free right of the U.S. Government to practice the invention or have it practiced on behalf of the United States or on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement with the United States.
2. For inventions made solely or jointly by employees of a NASA Related Entity, NASA reserves the rights in 1. above, and a revocable, nonexclusive, royalty-free license retained by the Related Entity under 14 C.F.R. § 1245.108 or 37 C.F.R. § 401.14 (e).

## F. Protection of Reported Inventions

For inventions reported under this Article, the Receiving Party shall withhold all invention reports or disclosures from public access for a reasonable time (1 year unless otherwise agreed or unless restricted longer herein) to facilitate establishment of patent rights.

## G. Patent Filing Responsibilities and Costs

1. The invention and patent rights herein apply to any patent application or patents covering an invention made under this Agreement. Each Party is responsible for its own costs of obtaining and maintaining patents covering sole inventions of its employees. The Parties may agree otherwise, upon the reporting of any invention (sole or joint) or in any license granted.
2. Partner shall include the following in patent applications for an invention made jointly between NASA employees, its Related Entity employees and Partner employees:

The invention described herein may be manufactured and used by or for the U.S. Government for U.S. Government purposes without the payment of royalties thereon or therefore.

NASA technology available for licensing can be located by visiting the following website address – <http://technology.nasa.gov>.

## ARTICLE 11. USE OF NASA NAME AND NASA EMBLEMS

### A. NASA Name and Initials

Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

### B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

## ARTICLE 12. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that a copy of this Agreement will be disclosed, without redactions, in accordance with the NTAA.

#### ARTICLE 13. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

#### ARTICLE 14. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

#### ARTICLE 15. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work

under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

3. The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

C. With respect to suspension and debarment requirements:

1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

#### ARTICLE 16. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or September 30, 2022, whichever comes first.

#### ARTICLE 17. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party.

#### ARTICLE 18. CONTINUING OBLIGATIONS

The rights and obligations of the Parties as set forth in the provisions "Financial Obligations," "Liability and Risk of Loss," "Intellectual Property Rights - Invention and Patent Rights," "Intellectual Property Rights – Data Rights," "Dispute Resolution," and "Applicable Law" shall survive such expiration or termination of this Agreement.

## ARTICLE 19. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

### Management Points of Contact

#### NASA Langley Research Center

Scott Berry

Aerothermodynamics Branch

Hypersonic Technology Project

Mail Stop: 408A

Hampton, VA 23681

Phone: 7578645231

[scott.a.berry@nasa.gov](mailto:scott.a.berry@nasa.gov)

#### Texas A&M Engineering Experiment Station

Rodney Bowersox

Ford 1 Professor and Department Head

Professor, Aerospace Engineering

HRBB 702B | ZACH 520B

College Station, TX 77843-3127

Phone: (979) 845-4184

[bowersox@tamu.edu](mailto:bowersox@tamu.edu)

## ARTICLE 20. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

## ARTICLE 21. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

## ARTICLE 22. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher-level officials possessing original or delegated authority to execute this Agreement.

ARTICLE 23. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 24. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 25. LOAN OF GOVERNMENT PROPERTY

The parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

ARTICLE 26. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND SPACE  
ADMINISTRATION  
LANGLEY RESEARCH CENTER

TEXAS A&M ENGINEERING  
EXPERIMENT STATION

BY: \_\_\_\_\_  
Mary S. DiJoseph  
Director, Aeronautics Research Directorate

BY: \_\_\_\_\_  
Texas A&M Engineering Experiment  
Station

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_